

ORIGINAL



0000179705

REC
AZ CORP COMMISSION
DOCKET CONTROL

2017 MAY 16 P 4:53

Arizona Corporation Commission

DOCKETED

MAY 16 2017

DOCKETED BY
GB

Ann-Marie Anderson (016113)
WRIGHT WELKER & PAUOLE PLC
10429 South 51st Street, Suite 285
Phoenix, Arizona 85044
aanderson@wwpfirm.com
(480) 961-0040
Attorneys for AARP

BEFORE THE ARIZONA CORPORATION COMMISSION

IN THE MATTER OF THE APPLICATION
OF ARIZONA PUBLIC SERVICE
COMPANY FOR A HEARING TO
DETERMINE THE FAIR VALUE OF THE
UTILITY PROPERTY OF THE COMPANY
FOR RATEMAKING PURPOSES, TO FIX A
JUST AND REASONABLE RATE OF
RETURN THERON, TO APPROVE RATE
SCHEDULES DESIGNED TO DEVELOP
SUCH RETURN.

Case No.: E-01345A-16-0036

E-01345A-16-0123

**INTERVENOR AARP'S POST-
HEARING BRIEF**

IN THE MATTER OF FUEL AND
PURCHASED POWER PROCUREMENT
AUDITS FOR ARIZONA PUBLIC SERVICE
COMPANY.

Intervenor AARP hereby submits its Post-Hearing Brief, in accordance with the
schedule adopted by Administrative Law Judge Jibilian at the evidentiary hearing.

Wright Welker & Pauole, PLC
10429 South 51st Street, Suite 285
Phoenix, Arizona 85044
(480) 961-0040

TABLE OF CONTENTS

INTRODUCTION 3

ARGUMENT 4

I. The fixed Basic Service Charge for residential R-Basic customers should be set at no higher than \$13.00 per month. 4

II. a) Customers (not APS) should be able to choose their own rate plan, rather than being forced to take either a demand or time-of-use rate plan. All residential customers deserve to have the right to choose from all three applicable rate plans...... 7

b) As an alternative, AARP proposes that the Settlement Document be amended to specifically require written notification to new customers as to all of the rate options that are available to them after their mandatory 90-day trial period has concluded...... 10

III. AARP opposes the proposed peak period change from the current TOU rate plan hours to a longer and later 5-hour peak period of 3:00pm-8:00p.m. 12

CONCLUSION 12

INTRODUCTION

AARP has over 860,000 members in the state of Arizona, and is representing the interests of its members in this Arizona Public Service Company ("Company" or "APS") electric rate case, including a special focus by AARP on the best interests of residential customers with lower than average electric usage.¹ AARP participated in the settlement process in this case, but ultimately it was not able to become a signatory, due to two residential rate design provisions contained in the proposed Settlement Document², which the organization views as unjust and unreasonable in the way that those provisions would limit the choice and control that consumers have over monthly energy bills. AARP does not support the Settlement Document as written.

This brief explains why two residential rate design provisions of the Settlement Document should be amended to protect electric consumers and how they could be amended to grant. APS customers with lower usage should have more *choice* and *control* over their monthly expenses, and thus garner AARP's support. The two provisions contained in the proposed Settlement Document that cause AARP significant concern are 1) The dramatic increase in the fixed charge for most R-Basic customers to \$15.00, and 2) Limits that would be placed upon the availability of residential rate design options, starting on May 1, 2018. At a minimum, these provisions must be amended to protect lower-usage residential electric consumers.

AARP also opposes the proposed peak period change from the current TOU rate plan hours to a new and later 5-hour peak period of 3:00pm-8:00pm. This late-in-the-day peak period will leave many seniors with less flexibility to adjust their usage to find savings.

¹ AARP Exhibit 1, Direct Testimony in Response to the Proposed Settlement Agreement, p.1.

² The detailed Settlement Document (or "Settlement Agreement") filed in this docket by the ACC Staff on March 27, 2017.

ARGUMENT

I. The fixed Basic Service Charge for residential R-Basic customers should be set at no higher than \$13.00 per month.

In the proposed settlement, APS would increase the fixed "basic service charge" (BSC) to \$15.00 on the monthly bills for customers on a basic flat rate billing plan who have an average usage of between 800 kwh and 1,000 kwh of electricity per month (a rate tariff that is to be designated "R-Basic").³ This dramatic change would amount to a **73% increase** from the \$8.67 that most residential customers on a basic plan now pay in terms of a flat monthly fixed charge.⁴

This sharp increase would create fixed charges for those customers that are among the highest in the state of Arizona, and higher than what similar customers must pay under the most recent Arizona Commission decision changing rates for TEP (i.e., \$13.00 BSC per month).⁵ AARP believes that residential customers should be able to choose a plan that does not put an unreasonable amount of the rate recovery into a fixed charge, as opposed to basing more cost recovery upon household consumption. Charging residential consumers too much in the BSC, limits the ability of those customers to control their monthly bills and reduces the incentive for energy efficiency and energy conservation measures, especially for low usage customers.⁶

Those who use more than 1,000 kwh on average ("R-Basic Large") would pay a \$20.00 fixed BSC charge monthly, and which could result in even greater percentage increases in this rate component. Customers that use less than 600 kwh ("R-XS") on average would pay a \$10.00 BSC monthly. AARP is not requesting a change in those proposals. Although it is worth noting that the average residential usage for all APS residential consumers is 1100 kwh per month and the median residential usage is

³ Settlement Agreement, p. 17, Subsection 17.2.

⁴ Exhibit AARP-1 (Corrected), pp. 2-3.

⁵ *Id.*

⁶ Exhibit AARP-1, p. 3.

1 approximately 900 kwh per month⁷, and thus R-Basic customers would, on average, likely
2 be lower-than-average users of electricity.

3 Increasing the fixed component of residential electric rates, rather than increasing
4 the energy component produces several harms. It reduces the control that residential
5 customers have over their bills, it harms low-income customers (who tend to use less than
6 normal), it is punitive to apartment dwellers who have much lower than average costs, and
7 further, it mutes the price signal to customers to conserve energy, to become more energy
8 efficient, and to reduce their utility costs.⁸ Despite a disagreement about methodology,
9 APS witness Mr. Miessner acknowledged that when the fixed BCS component is increased
10 by a greater percentage than the energy component, then a residential customer who uses
11 less than average will be worse off financially.⁹

12 Representatives of residential consumers such as AARP and the Southwest Energy
13 Efficiency Project (SWEET) view the method of calculating cost causation differently than
14 APS. AARP agrees with SWEET that the fixed portion of residential rates should include
15 only direct costs, which vary with the number of customers on the system, including
16 meters, billing, the service drop, and customer installation expense.¹⁰ This methodology
17 would produce a much lower fixed BSC than is proposed by the Settlement Document.

18 Cost causation is not the only goal of utility ratemaking. APS agrees with AARP
19 that there are several other goals of just and reasonable utility rates, including the
20 principles of Public Acceptability, Gradualism, and Simplicity, as well as the goal of
21 encouraging energy efficiency and conservation.¹¹ AARP believes that the Settlement
22 Document, at least as it relates to lower-usage residential consumers, fails to meet these
23 important principles. The public comment sessions, and numerous public comments filed
24 in this docket, state strong opposition to increases in the fixed part of residential rates,

25
26 ⁷ APS witness Miessner, Transcript p. 482.

27 ⁸ April 3, 2017 SWEET Testimony of Jeff Schlegel regarding Settlement Agreement, pp. 5-8.

28 ⁹ APS witness Miessner, Transcript p. 481-482.

¹⁰ April 3, 2017 SWEET Testimony of Jeff Schlegel regarding Settlement Agreement, p. 6.

¹¹ APS witness Ms. Lockwood, Transcript p. 281.

which APS acknowledges.¹²

AARP is asking that the Commission amend Subsection 17.2 of the Settlement Agreement, by insisting upon a reduction in the proposed \$15.00 fixed charge for R-Basic customers (who use between 800 kwh - 1.000 kwh of electricity per month).¹³ AARP would prefer that this group of R-Basic customers pay \$10.00 monthly but no more than \$13.00 monthly. If the Commission were to merely adopt this small amendment, a \$13.00 monthly BSC would be calculated using the daily BSC to average those numbers (setting the daily rate at 0.493, which is still considerably higher than the current 0.285 per day for these customers). The energy rate for the R-Basic class would then be adjusted accordingly. That would be a very minor adjustment, a change that leaves APS revenue neutral. But nonetheless, it would be a change that could result in significant savings for many customers. This would also make the BSC more comparable with the proposed BSC for TOU customers (which would also be set at \$13.00 monthly under the Settlement Document).¹⁴

II. a) Customers (not APS) should be able to choose their own rate plan, rather than being forced to take either a demand or time-of-use rate plan. All residential customers deserve to have the right to choose from all three applicable rate plans.

Under Subsection 19.1 of the Settlement Agreement, "new customers or customers on another rate" would be denied the ability to initially choose Basic rate plans after May 1, 2018.¹⁵ The R-Basic Large rate plan would no longer be available at all to new customers or customers on another rate. Those "new customers or customers on another rate" would only be allowed to choose R-Basic after 90-days of a forced "trial period" (or so-called mandatory "test drive") to initially choose between a demand rate plan or a time-of-use (TOU) rate plan. Low usage residential customers who prefer a Basic rate plan

¹² APS witness Ms. Lockwood, Transcript pp. 282-283.

¹³ Exhibit AARP-1, p. 4.

¹⁴ Settlement Agreement, p. 18, Subsection 17.4.

¹⁵ The detailed Settlement Document (or "Settlement Agreement") filed in this docket by the ACC Staff on March 27, 2017.

1 would be denied that option, being forced to "pick their poison" among two other plans that
2 they may not want. Clearly, this contested provision would take away customer choice.

3 Moreover, after the 90-day mandatory trial has run its course, those customers
4 would supposedly be allowed to switch to a regular R-Basic rate; however, there is nothing
5 in the proposed settlement that indicates how those customers will be notified of their
6 choice to "opt out" after 90 days have elapsed. At the evidentiary hearing in April 2017,
7 APS witnesses would not make *any* commitment to informing new consumers of their right
8 to "opt out" of a demand rate plan or TOU rate plan, after the mandatory trial period has
9 concluded.¹⁶

10 AARP does not believe that APS treats consumers with proper respect regarding
11 their freedom to make choices that fit their household usage patterns. AARP believes
12 strongly that customers - not the utility company -- should choose from all available rate
13 plans. There is considerable uncertainty about who would be interpreted to be a "new
14 customer" after May 1, 2018.¹⁷ Consider the example of a couple with an empty nest that is
15 desiring to downsize from their home where they have been a long-time APS customer to a
16 smaller home that is still located within the APS service territory. It is AARP's
17 understanding that this couple would be denied the ability to choose an R-Basic plan after
18 May 1, 2018 because they would now be considered a "new customer."

19 The Commission should consider the extreme difficulty that a customer would face
20 in attempting to switch to an R-Basic plan, after being forced onto an unwanted rate plan. It
21 is very uncommon that utility customers can figure out on their own how to "opt-out" of a
22 rate plan to change to a desired plan after a 90-day period. AARP would expect most
23 customers who are forced onto a demand rate or a TOU rate to be confused about how to
24 switch after 90 days. It appears that the proposed 90-day provision is an attempt by APS to
25 divert large numbers of unwitting residential consumers onto a demand rate. *No* public
26 utility commission in the country has forced residential consumers onto a demand rate,

27 ¹⁶ APS witness Ms. Lockwood, Transcript pp. 290-299.

28 ¹⁷ See Transcript pp. 283-286, 486-488.

1 while refusing to allow a customer to choose a basic rate plan, even for a mandatory trial
2 period.¹⁸ The record of public comment in this docket is overwhelmingly in opposition to
3 mandatory demand rates, which are confusing and difficult to understand, and most often
4 experienced by consumers as being similar to high fixed charges on their monthly bills.
5 This is not the kind of rate plan that should be included in a limited range of rate plan
6 choices. Consumers should be respected to make their own choices from *all* available rate
7 plans. Telling new customers that the basic rate plan is not initially available is not
8 consistent with granting consumers the greatest choice and control over their monthly bills.
9 The Settlement Document would produce a residential rate design system that is
10 unnecessarily complicated and confusing, and it would prevent many customers from
11 choosing the rate option that they believe is the best plan for them.

12 New customers should not be required to choose between two rate plan options that
13 could be more detrimental for their household than the R-Basic rate plan. There appears to
14 be no reasonable rationale for limiting options in this manner. AARP urges the Arizona
15 Commission to reject the provision that would create different options for current
16 customers, by opposing the new limits on rate plan choices for "new customers or
17 customers on another rate" plan. Subsection 19.1 would create a policy of discriminatory
18 treatment towards new customers and would also create a high barrier for switching to a
19 Basic rate plan later. Subsection 19.1 would likely be confusing and frustrating for the
20 affected customers, creating the need for considerable customer education to make the "opt
21 out" procedure more understandable. Therefore, the mandatory 90-day trial period should
22 be removed from the Settlement Document.

23
24
25
26
27
28

¹⁸ The California case mentioned at the hearing referred only to a proposal to make Time-of-Use (TOU) rates a default
for some electric customers, and does not include residential demand rates.

1 **b) As an alternative, AARP proposes that the Settlement Document be**
2 **amended to specifically require written notification to new customers as to all**
3 **of the rate options that are available to them after their mandatory 90-day trial**
4 **period has concluded.**

5 AARP believes that all residential consumers should have the option to choose from
6 all three available rate plans, without a forced 90-day trial. And to do this, the Commission
7 must insist upon protocols and procedures related to Subsection 19.1, to ensure that
8 customer choice is maximized under any final rate design decision. AARP's preference is
9 that the 90-day "trial period" be eliminated. If, however, the Commission decides to accept
10 this 90-day pick-your-poison provision, the Commission should at least require that the
11 affected residential consumers know their rights under the proposed Settlement Agreement.

12 As an alternative, AARP proposes that the Settlement Document be amended to
13 specifically require written notification to new customers as to all of the rate options that
14 will be available to them after 90 days of the so-called "trial period," including the R-Basic
15 rate plan. And, even more importantly, APS should be required to notify new customers at
16 or about 90 days after they have been placed upon a time sensitive rate plan (TOU or a
17 Demand Rate plan) that they now have the option to choose an R-Basic rate plan, if they
18 qualify for it.¹⁹ This transparent notification is too important to rely upon APS' own
19 judgment to develop after this rate case is concluded, particularly given APS' refusal to
20 make any commit at the hearing to giving notification of all rate plan options to its
21 residential consumers.

22 Different residential customers will do better under each of the three potential rate
23 plans.

24

25 ¹⁹ AARP rejoinder, Transcript, pp. 696-697.

1 plans. Some residential households will be better off under an R-Basic rate plan,
2 particularly some lower-usage households. Denying that plan to "new customers or
3 customers on another rate" would have detrimental impacts on those households which
4 would fare better financially under an R-Basic plan. We know that it is feasible for APS to
5 determine whether a residential customer would have been better off on another plan, after
6 90 days of usage. We also know that it would be feasible for APS to calculate what refund
7 would be necessary to make that customer whole, if in fact, they would have been better
8 off under the R-Basic rate plan that had been denied them initially.²⁰ But consumers will
9 not necessarily know whether they would have been better off or even that they can switch
10 to an R-Basic rate plan at 90 days, unless the Commission adopts AARP's alternative
11 amendment.

12
13
14 AARP's alternative proposal would not change any current rate provision of the
15 Settlement Document, nor would it change any of the rate plan offerings or the rates that
16 have been settled upon by many of the parties. This alternative proposal by AARP is
17 simply asking that new customers be notified as to the exact rate plans that are being
18 offered to them. This alternative amendment would better respect consumer choice by
19 informing residential consumers of their options under the Settlement Document, better
20 ensuring that customer choices about rate plans would be informed choices. Given APS'
21 refusal to voluntarily commit to informing new customers about all of their options under
22 the Settlement Document, this notification amendment is an essential minimum
23 requirement to prevent consumers from being left in the dark about the options that are
24
25
26
27

28 ²⁰ See Transcript p. 497.

actually included in the Settlement Document.

1
2 **III. AARP opposes the proposed peak period change from the current TOU rate**
3 **plan hours to a longer and later 5-hour peak period of 3:00 p.m. - 8:00 p.m.**

4 AARP supports the SWEEP position opposing the proposed peak period change
5 from the current TOU rate plan hours to a new and later 5-hour peak period from 3:00pm-
6 8:00pm that is part of the Settlement Document.²¹ This late-in-the-day peak period will
7 leave many seniors with less flexibility to adjust their usage in to find savings.

8 **CONCLUSION**
9

10 For the foregoing reasons, both the Hearing Officer's recommended order and the
11 Commission's Final Decision and Order in this electric rate case should, at a minimum,
12 reflect AARP's recommended amendments, as outlined above. AARP urges the
13 Commission to revise the Settlement Document in these ways to make it more consumer
14 friendly, toning down the two aforementioned objectionable rate design provisions, and
15 thereby giving customers more *choice* and *control* over their monthly utility bills.

16 Respectfully submitted this 16th day of May, 2017.

17 WRIGHT WELKER & PAUOLE PLC
18

19 By: /s/ Ann Marie Anderson
20 Ann-Marie Anderson
21 10429 South 51st Street, Suite 285
22 Phoenix, Arizona 85044
23 Attorneys for Plaintiff

24 John B. Coffman
25 JOHN B. COFFMAN, LLC
26 871 Tuxedo Blvd.
27 St. Louis, MO 63119-2044
28 Attorneys for Plaintiff

²¹ Settlement Agreement, p. 19, Subsection 17.8.

1 **ORIGINAL and thirteen (13)** copies of the foregoing filed
2 this 16th day of May, 2017, with:

3 Docket Control
4 Arizona Corporation Commission
5 1200 West Washington Street
6 Phoenix, Arizona 85007
HearingDivisionService by Email@azcc.gov

7 **Copy** of the foregoing emailed ONLY
8 this 16th day of May, 2017 to:

9 Thomas A. Loquvam
10 Thomas L. Mumaw
11 Melissa M. Krueger
12 Pinnacle West Capital Corporation
13 400 North 5th Street, MS 8695
14 Phoenix, Arizona 85004
15 Thomas.Loquvam@pinnaclewest.com
Thomas.Mumaw@pinnaclewest.com
Melissa.Krueger@pinnaclewest.com
Attorneys for Arizona Public Service Company
Consented to Service by Email

16 Patricia Ferre
17 P.O. Box 433
18 Payson, Arizona 85547

19 Richard Gayer
20 5326 West Wilshire Drive
21 Phoenix, Arizona 85003
rgayer@cox.net

22 **Consented to Service by Email**

23 Warren Woodward
24 55 Ross Circle
25 Sedona, Arizona 86336
W6345789@yahoo.com

26 **Consented to Service by Email**

1 Anthony L. Wanger
Alan L. Kierman
2 Brittany L. De Lorenzo
3 IO Data Centers, LLC
615 North 48th Street
4 Phoenix, Arizona 85008
5 t@io.com
akierman@io.com
6

7 Patrick J. Black
C. Webb Crockett
8 FENNEMORE CRAIG, PC
2394 East Camelback Road, Suite 600
9 Phoenix, Arizona 85016

10 *Attorneys for Freeport Minerals Corporation and Arizonans for Electric Choice and*
11 *Competition*

wcrockett@fclaw.com
12 pblack@fclaw.com
13 khiggins@energystrat.com

Consented to Service by Email
14

15 Greg Eisert, Director
Steven Puck, Director
16 Sun City Homeowners Association
10401 West Coggins Drive
17 Sun City, Arizona 85351
18 gregeiert@gmail.com
steven.puck@cox.net
19

Consented to Service by Email
20
21
22
23
24
25
26
27
28

1 Timothy M. Hogan
2 Arizona Center for Law in the Public Interest
3 514 W. Roosevelt
4 Phoenix, Arizona 85003
5 *Attorney for Western Resource Advocates*

6 thogan@aclpi.org
7 ken.wilson@westernresources.org
8 schlegel@aol.com
9 ezuckerman@swenergy.org

10 bbaatz@aceee.org
11 briana@votesolar.org
12 cosuala@earthjustice.org
13 dbender@earthlink.org
14 efitzgerrell@earthlink.org

15 **Consented to Service by Email**

16 Meghan H. Grabel
17 Osborn Maledon, PA
18 2929 North Central Avenue, Suite 2100
19 Phoenix, Arizona 85012
20 *Attorney for Arizona Investment Council*
21 mgrabel@omlaw.com

22 gyaquinto@arizonaaic.org

23 **Consented to Service by Email**

24 Craig A. Marks
25 Craig A. Marks, PLC
26 10645 North Tatum Boulevard
27 Suite 200-676
28 Phoenix, Arizona 85028
29 *Attorney for Arizona Utility Ratepayer Alliance*

30 Craig.Marks@azbar.org
31 Pat.Quinn47474@gmail.com

32 **Consented to Service by Email**

1 Al Gervenack, Director
2 Rob Robbins, President
3 Property Owners and Residents Association
4 13815 Camino del Sol
5 Sun City West, AZ 85375
6 al.gervenack@porascw.org
7 rob.robbins@porascw.org
8 **Consented to Service by Email**

9 Tom Harris, Chairman
10 Arizona Solar Energy Industries Association
11 2122 W. Lone Cactus Drive, Suite 2
12 Phoenix, AZ 85027
13 tom.harris@AriSEIA.org
14 **Consented to Service by Email**

15 Jeff Schlegel
16 SWEEP Arizona Representative
17 1167 W. Samalayuca DR.
18 Tucson, AZ 85704-3224
19 schlegelj@aol.com
20 **Consented to Service by Email**

21 Ellen Zuckerman
22 SWEEP Senior Associate
23 1627 Oak View Avenue
24 Kensington, CA 94707
25 ezuckerman@swenergy.org
26 **Consented to Service by Email**

27 Brendo Baatz
28 ACEEE
529 14th Street NW, Suite 600
Washington DC 20045-1000
BBaatz@aceee.org
Consented to Service by Email

1 Cynthia Zwick
2 Kevin Hengehold
3 Arizona Community Action Association
4 2700 N. Third Street, Ste. 3040
5 Phoenix, AZ 85004
6 czwick@azcaa.org
7 khengehold@azcaa.org

8 Daniel W. Pozefsky
9 Chief Counsel
10 Residential Utility Consumer Office
11 1110 W. Washington St., Ste 220
12 Phoenix, AZ 85007
13 dpozefsky@azruco.gov

14 Briana Kobor
15 Vote Solar
16 Program Director, DG Regulatory Policy
17 360 22nd Street, Suite 730
18 Oakland, CA 94612
19 briana@votesolar.org

20 Jay I. Moyes
21 Moyes Sellers & Hendricks LTD
22 1850 N. Central Avenue, Suite 1100
23 Phoenix, AZ 85004
24 *Attorneys for Electrical District Number Eight and McMullen Valley Water*
25 *Conservation & Drainage District*
26 jimoyes@law-msh.com
27 jasonmoyes@law-msh.com
28 jim@harcuvar.com

Consented to Service by Email

29 Kurt J. Boehm, Esq.
30 Jody Kyler Cohn
31 Boehm, Kurtz & Lowry
32 36 East Seventh Street, Suite 1510
33 Cincinnati, OH 45202
34 *Attorneys for The Kroger Co.*
35 kboehm@BKLawfirm.com
36 jkylercohn@BKLawfirm.com

1 John William Moore, Jr.
2 7321 N. 16th Street
3 Phoenix, AZ 85020
4 *Attorney for The Kroger Co.*
5 jmoore@mbmblaw.com

6 Giancarlo G. Estrada
7 KAMPER ESTRADA, LLP
8 3030 N. 3rd Street, Suite 770
9 Phoenix, AZ 85012
10 *Attorneys for Solar Energy Industries Association*

11 Lawrence V. Robertson, Jr.
12 210 Continental Road, Suite 216A
13 Green Valley, AZ 85622
14 *Attorney for Noble America Energy Solutions LLC*
15 tubaclawyer@aol.com

16 **Consented to Service by Email**

17 Stephen J. Baron
18 J. Kennedy & Associates
19 570 Colonial Park Drive, Suite 305
20 Roswell, GA 30075
21 sbaron@jkenn.com

22 Bradley S. Carroll
23 Tucson Electric Power Company
24 P.O. Box 711
25 Tucson, AZ 85702
26 bcarroll@tep.com
27
28

1 Michael W. Patten
2 Jason D. Gellman
3 SNELL & WILMER LLP
4 One Arizona Center
5 400 E. Van Buren Street., Suite 1900
6 Phoenix, AZ 85004-2202
7 *Attorneys for Tucson Electric Power Company*
8 mpatten@swlaw.com
9 jgellamn@swlaw.com
10 jhoward@swlaw.com
11 docket@swlaw.com

12 **Consented to Service by Email**

13
14 Charles Wesselhoft, Deputy County Attorney
15 PIMA COUNTY ATTORNEY'S OFFICE
16 32 N. Stone Avenue, Suite 2100
17 Tucson, AZ 85701
18 Charles.Wesselhoft@pcao.pima.gov

19 **Consented to Service by Email**

20 Court S. Rich
21 ROSE LAW GROUP PC
22 7144 E. Stetson Drive, Suite 300
23 Scottsdale, AZ 85251
24 *Attorneys for Energy Freedom Coalition of America*
25 crich@roselawgroup.com
26 hslaughter@roselawgroup.com

27 **Consented to Service by Email**

28 Greg Patterson
MUNGER CHADWICK
916 West Adams, Suite 3
Phoenix, AZ 85007
Attorneys for Arizona Competitive Power Alliance

1 Scott S. Wakefield
2 HIENTON CURRY, PLLC
3 5045 N. 12th Street, Suite 110
4 Phoenix, AZ 85014
5 *Attorneys for Wal-Mart Stores, Inc.*
6 swakefield@hclawgroup.com
7 mlougee@hclawgroup.com
8 Stephen.chriss@wal-mart.com
9 Greg.tillman@wal-mart.com
10 chris.hendrix@wal-mart.com
11 **Consented to Service by Email**

12 Nicholas J. Enoch
13 Kaitlyn A. Redfield-Ortiz
14 Emily A. Tornabene
15 LUBIN & ENOCH, PC
16 349 N. 4th Avenue
17 Phoenix, AZ 85003
18 *Attorneys for Local Unions 387 and 769 of IBEW, AFL-CIO*

19 Albert H. Acken
20 Sheryl A. Sweeney
21 Samuel I. Lofland
22 RYLEY CARLOCK & APPLE WHITE
23 One N. Central Avenue, Suite 12 00
24 Phoenix, AZ 85004
25 *Attorneys for Electrical District Number Six, Pinal County, Arizona;*
26 *Electrical District Number Seven of the County of Maricopa, State of Arizona;*
27 *Aguila Irrigation District; Tonopah Irrigation District;*
28 *Harquahala Valley Power District ;*
and Maricopa County Municipal Water Conservation District Number One
aacken@rcalaw.com
ssweeney@rcalaw.com
slofland@rcalaw.com
jjw@krsaline.com
Consented to Service by Email

1 John B. Coffman
2 JOHN B. COFFMAN, LLC
3 871 Tuxedo Blvd.,
4 St. Louis, Missouri 63119
5 *Attorney for AARP*
6 **Consented to Service by Email**

7 Steve Jennings, Associate State Director
8 AARP Arizona
9 16165 N. 83rd Avenue, Suite 201
10 Peoria, AZ 85352

11 Janice Alward, Chief Counsel
12 Legal Division
13 ARIZONA CORPORATION COMMISSION
14 1200 West Washington Street
15 Phoenix, AZ 85007
16 Attorneys for the Utilities Division
17 JAlward@azcc.gov
18 TBroderick@azcc.gov
19 MScott@azcc.gov
20 CHains@azcc.gov
21 Wvancleve@azcc.org
22 EAbinah@azcc.gov
23 TFord@azcc.gov
24 EVanEpps@azcc.gov
25 CFitzsimmons@azcc.gov
26 KChristine@azcc.gov

27 **Consented to Service by Email**

28 COASH & COASH, INC.
Court Reporting, Video & Videoconferencing
1802 N. 7th Street
Phoenix, AZ 85006

By /s/ Suzanne Beard
909-0001